

LEASE

By and between

CALHOUN PORT AUTHORITY

(Landlord)

and

KCE TX 2, LLC

(Tenant)

## **LANDLORD-TENANT LEASE**

This Landlord-Tenant Lease ("Lease") is entered into between the Calhoun Port Authority ("Landlord") and KCE TX 2, LLC ("Tenant").

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and Leases to Tenant, and Tenant Leases from Landlord, a portion of the premises containing 1,152 square feet of space located in the Port Warehouse situated at 2313 F.M. 1593 South, Point Comfort, Calhoun County, (referred to as "the Premises" or "the Leased Premises" in this Lease).

### **ARTICLE 1** **TERM**

#### **1.01 Term Of Lease**

The term of this Lease is one (1) month, beginning on September \_\_, 2019, and continuing month-to-month thereafter, ending on March 31, 2020 ("Primary Term"), unless terminated sooner as provided in this Lease.

##### **1.01.1 Tenant's Right To Terminate**

Tenant may terminate this Lease by providing thirty (30) days' advance written notice to the Landlord prior to the end of the calendar month when the termination is to be effective. The Lease will terminate on the last day of the month in which notice has been given by Tenant.

#### **1.02 Option To Extend Term**

Tenant may extend the annual term of this Lease for one (1) additional year beyond the Primary Term date provided in §1.01 on the following conditions:

This Lease may automatically renew on the first anniversary date so long as Tenant is not in default. But if, at the date the term expires, Tenant is in default beyond any grace period provided in this Lease in performing any of the terms of this Lease, the option to renew is void. All of the terms and covenants of this Lease apply to all extended Lease terms, except the fixed rent rate; provided, however, that the fixed rent rate for the new term shall not be increased by Landlord by more than the lesser of (i) CPI rate or (ii) three percent (3%).

### **1.03 Holdover**

If Tenant holds over and continues in possession of the Premises after the Lease term (or any extension) expires, Tenant will be considered to be occupying the Premises on a month-to-month tenancy, subject to all the terms of this Lease.

## **ARTICLE 2** **RENT**

### **2.01 Fixed Rent**

Tenant will pay Landlord .45 cents per square foot for 1,152 rentable square feet, which totals \$518.40 per month, on or before the first day of the month ("Fixed Rent"). Fixed Rent will be due on the first day of the month for each month the Lease is effective. Fixed Rent for the first month of the lease shall be prorated.

Rent for any Lease term beyond the Primary Term will be negotiated sixty (60) days prior to extending the Lease. Tenant will pay this Fixed Rent by mail, addressed to Landlord at P.O. Box 397, Point Comfort, Texas 77978, on execution of this Lease, and upon any Lease extension, unless otherwise agreed.

#### **2.01.1 Administrative Fee**

A non-refundable administrative fee of \$1,750.00 shall also be due and payable at the time of the execution of this Lease.

### **2.02 Taxes And Assessments As Additional Rent**

a. In addition to the fixed rent specified in §2.01, Tenant will pay in full all real property taxes, special assessments, and governmental charges of any kind imposed on the Premises during the Lease term, including any special assessments imposed on or against the Premises for constructing or improving public works. This additional rent is payable directly to the entity imposing the tax, assessment, or charge before the date payment is due. Upon Landlord's written request, Tenant will provide Landlord with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Tenant. Otherwise, Tenant will maintain such records.

b. Tenant may, at its own expense, contest any tax or assessment for which it is responsible under subparagraph (a), except as provided in subparagraph (c). Tenant need not pay the tax, assessment, or charge while the contest is pending. Except as provided in subparagraph c, Tenant may prevent Landlord from paying any tax, assessment, or charge that Tenant is contesting under this subparagraph,



pending resolution of the contest, by depositing with Landlord the full amount of the tax or assessment, plus the amount of any penalty that might be imposed for failing to make timely payment and one year of interest at the rate imposed by the entity levying the tax or assessment. When the contest is resolved, Tenant may use the money deposited with Landlord to pay any tax or assessment, plus any penalty or interest, due under the final resolution and any balance of the deposit will be returned to Tenant. If the deposit is insufficient to pay these amounts, Tenant must immediately pay the balance due to the entity imposing the tax, assessment, or charge.

c. Notwithstanding subparagraph b., Landlord may pay, or require Tenant to pay, any tax, assessment, or charge for which Tenant is responsible under subparagraph a., pending resolution of Tenant's contest of the tax, assessment, or charge, if payment is demanded by a holder of a mortgage on the Premises or if failing to pay will subject all or part of the Premises to forfeiture or loss

### **ARTICLE 3**

### **USE OF PREMISES**

#### **3.01 Tenant's Warranty Regarding Use**

Tenant represents and warrants to Landlord that Tenant intends to use the Premises only for the storage of Lithium Iron Batteries. Tenant's use of the Premises is restricted to the purposes specified in this section unless Tenant obtains Landlord's prior written consent to any change in use. Before the Lease term begins, Tenant must give Landlord an affidavit of an officer of Tenant, referred to as the "Officer's Affidavit," setting forth a detailed description of the operations that Tenant will conduct on the Premises and stating any applicable permit numbers. The Officer's Affidavit must be organized and prepared in a narrative form, including a description and quantification of all hazardous materials to be generated, manufactured, refined, transported, treated, stored, handled, or disposed of on the Premises. After the Lease term begins, Tenant must notify Landlord as to any material changes in Tenant's operation or use or generation of hazardous materials by way of a supplemental Officer's Affidavit. Tenant and its designees will have complete access to use the Premises twenty-four (24), hours per day throughout the term of this Lease, including the ingress and egress for storage, loading and unloading.

##### **3.01.1 Condition of Premises**

Landlord shall ensure that electricity, utilities and doors are in working condition during the term of this Lease.

##### **3.01.2 Parking and Loading**

Landlord understands that Tenant will have deliveries or pickups via 18-wheeler and/or other type trucks, and Tenant will need dock high loading access to space large enough for 18-wheeled trucks to maneuver. Landlord and Tenant agree that at the time this Lease is entered into, the Premises meets Tenant's needs. Tenant acknowledges and agrees that it shall schedule its deliveries and/or pickups with Landlord to ensure that such deliveries or pickups do not interfere with loading or unloading by other tenants and customers of Landlord. Notice by Tenant of its schedule shall be made to the Landlord, to the attention of the Port Director.

### **3.02 Compliance With Laws**

a. Tenant may not use, or permit use of the Premises in any manner that results in waste of Premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws (collectively "Legal Requirements").

b. Tenant, at its sole cost, must comply with all Hazardous Materials Laws in connection with Tenant's use of the Premises.

c. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased premises or transferred or transported to the Leased Premises, in contravention of any legal requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all legal requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; Grantor's Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other legal requirement.

### **3.03 Rights Of Inspection**

Tenant must permit Landlord and Landlord's agents, servants, and employees,



including but not limited to legal counsel and environmental consultants and engineers, ("Landlord's Representatives") access to the Premises for the purpose of conducting environmental inspections and sampling during regular business hours, and during other hours either by agreement of the parties or in the event of an environmental emergency. Tenant may not restrict Landlord's Representatives' access to any part of the Premises, and Tenant may not impose any conditions to access. If Landlord's environmental inspection includes sampling and testing of the Premises, Landlord must use its best efforts to avoid interfering with Tenant's use of the Premises, and on completion of sampling and testing must, at Landlord's expense, repair and restore the affected areas of the Premises as made necessary by any sampling and testing.

### **3.04 Environmental Reporting Requirements**

In the event Tenant's violation of environmental Legal Requirements exposes Landlord to fines or penalties as the owner of the Leased Premises, Tenant shall provide the defense of the Landlord with respect to such fines and penalties under the appropriate regulatory, administrative, or judicial procedures, and will pay any such fines or penalties timely and promptly after completion of any such defensive or mitigative proceedings, including appeals, if any. In the event of Tenant's unreasonably repeated conviction of the same violation of environmental Legal Requirements within any twelve (12) month period, Landlord may re-open negotiations regarding the term and fixed rent under this Lease.

### **3.05 Landlord's Assurances**

Landlord makes the following assurances to the Tenant and such assurances shall be true and correct at time of execution of this Lease and shall continue thereafter throughout the Term.

The current zoning for the Building will allow Tenant to use the Premises for the permitted uses set forth in this Lease. The Tenant's use of the Premises permitted under this Lease will not violate any Applicable Laws. Landlord will take no actions that will unreasonably or materially affect Tenant's ability to conduct its normal business operations in the Premises and use the Premises for the purposes permitted herein.

## **ARTICLE 4** **CONDITION OF THE PREMISES**

### **4.01 TAKES "AS IS"**

TENANT HAS INSPECTED THE CONDITION OF THE LEASED PREMISES AND ACCEPTS SAME "AS IS" AND IN ITS EXISTING CONDITION, TENANT IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF LANDLORD REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON TENANT'S

OWN INSPECTION OF THE PREMISES. LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, INCLUDING THE PREMISES' SUITABILITY FOR TENANT'S NEEDS. LANDLORD SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE PREMISES OR ANY PORTION THEREOF. LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE PREMISES OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE PREMISES, TENANT'S PROPERTY OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. LANDLORD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE PREMISES.

## **ARTICLE 5**

### **ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

#### **5.01 Consent Of Landlord**

Tenant may not make any alterations, additions, or improvements to the Premises without the Landlord's prior written consent.

#### **5.02 Alterations Required By Accessibility Laws**

Notwithstanding Section 5.01, if any alterations, additions, or improvements to the Premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations") or other, Landlord is responsible for making such alterations. This responsibility for compliance with such legal requirements is a material inducement for the parties to enter this Lease.

## **ARTICLE 6**

### **TRADE FIXTURES AND SIGNS**

#### **6.01 Trade Fixtures**

Tenant may, at all times, erect or install shelves, bins, machinery, equipment, or other trade fixtures, in, on, or about the Premises, if Tenant complies with all applicable governmental laws, ordinances, and regulations regarding the fixtures. Tenant may remove all trade fixtures when this Lease terminates, if Tenant is not in default under the Lease and the fixtures can be removed without structural damage to the building. Tenant must repair



any damage to the Premises caused by removing trade fixtures, and all the repairs must be completed before the Lease terminates. Any trade fixtures not removed by Tenant when this Lease terminates are considered abandoned by Tenant and will automatically become Landlord's property. If any trade fixture installed by Tenant is abandoned when the Lease terminates, Tenant must pay Landlord any reasonable expense actually incurred by Landlord to remove the fixture from the Premises, less the fair market value of the fixture once removed, if the fixture is removed before any subsequent tenant enters the Premises or Landlord uses the trade fixtures.

## **6.02 Signs**

Signs may be erected upon Port of Port Lavaca/Point Comfort structures or property only with the prior written approval of the Port Director, who shall also approve the design, size, material and method of installation of such sign(s).

# **ARTICLE 7** **INSURANCE AND INDEMNITY**

## **7.01 Property And Liability Insurance**

Tenant shall procure and maintain continuously in effect with respect to the Lease, commercial general liability insurance for injuries to or death of any persons or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Leased Premises or any part thereof, providing coverage with a combined single limit of \$10,000,000 for injuries to or death of persons or damage to property per occurrence, or in such other amounts and with such other coverages as shall at the time be in accordance with general industry practice for similar facilities and operations of the type and scope of this Lease. In the event of a dispute between Landlord and Tenant as to general industry practice for insurance coverages, the matter may be referred by either Party to an independent insurance broker with expertise in industrial insurance for such broker's independent determination of the prudent insurance requirements for such facilities and such determination shall be final and binding on the parties hereto. All such policies of insurance shall designate Landlord as either a named insured or as an additional insured. Tenant shall furnish to Landlord a copy of the policy of insurance designating the Landlord as a named insured or as an additional insured within thirty (30) days of the date of execution hereof. In the event Tenant changes policies, a copy of the new policy designating Landlord as a named insured or as an additional insured shall be furnished to Landlord within thirty (30) days.

## **7.02 Remedy For Failure To Provide Insurance**

Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates within thirty (30) days after obtaining



possession, or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest at the highest legal rate from the date Tenant receives Landlord's notice of payment until reimbursement.

### **7.03 Tenant's Environmental Indemnity**

**TENANT MUST INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND COSTS, FORESEEN OR UNFORESEEN, INCLUDING WITHOUT LIMITATION COUNSEL, ENGINEERING, ENVIRONMENTAL REMEDIATION AND OTHER PROFESSIONAL OR EXPERT FEES, TO THE EXTENT SUCH CLAIMS ARISE FROM TENANT'S USE OF THE PREMISES AND/OR THE BREACH OF THIS LEASE. THIS SECTION SURVIVES THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

### **7.04 Hold-Harmless Clause**

**TENANT WILL INDEMNIFY AND HOLD LANDLORD AND LANDLORD'S BOARD MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, PERSONAL AND LEGAL REPRESENTATIVES AND ASSIGNS HARMLESS AGAINST ANY CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR DEFENDING CLAIMS AND DEMANDS, ARISING FROM THE CONDUCT OR MANAGEMENT OF TENANT'S BUSINESS ON THE LEASED PREMISES; FROM ANY BREACH BY TENANT OF ANY CONDITIONS OF THIS LEASE; OR FROM ANY ACT OF NEGLIGENCE OF TENANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBTENANTS, INVITEES, REPRESENTATIVES AND/OR LICENSEES IN OR ABOUT THE PREMISES. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, ON NOTICE FROM LANDLORD, WILL DEFEND THE ACTION OR PROCEEDING.**

## **ARTICLE 8** **DAMAGE OR DESTRUCTION OF PREMISES**

### **8.01 Notice To Landlord**

If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, hurricane, or other casualty, Tenant must immediately give Landlord, in care of the Port Director, written notice of the damage or destruction, including a general

description of the damage and, as far as known to Tenant, the cause of the damage.

### **8.02 Total Destruction**

If the building on the Premises is totally destroyed by fire, hurricane, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, or if it is so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) business days at a cost not to exceed \$50,000.00, this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of the destruction of the building.

### **8.03 Partial Destruction**

If the building or other improvements on the Premises are damaged by fire, hurricane, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) business days and at a cost not to exceed \$50,000.00, this Lease will not terminate, but rent shall be abated or prorated for such time and in such percentage as the Property and/or Premises are unusable by Tenant.

## **ARTICLE 9** **DEFAULT**

### **9.01 Tenant's Default**

If Tenant allows the rent to be in arrears more than twenty (20) days after receipt of written notice of the delinquency, or remains in default under any other condition of this Lease for thirty (30) days after receipt of written notice from Landlord (both 20-day and 30-day time periods respectively a "Cure Period"), then Landlord may, at its option, without notice to Tenant, terminate this Lease, or, in the alternative, Landlord may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass.

### **9.02 Cumulative Remedies**

All Landlord's and Tenant's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the consistent rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.



### **9.03 Waiver Of Breach**

All Landlord's or Tenant's waiving a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

## **ARTICLE 10** **ASSIGNMENT AND SUBLEASE**

### **10.01 Assignment And Subletting By Tenant**

a. Except as provided by, Paragraph (b) below, this Lease may not be assigned, subleased, mortgaged or sold by Tenant without the prior written consent of the Landlord, which consent will not be unreasonably withheld.

b. Tenant may freely assign this Lease, or sublease the Lease, to: (i) any successor in interest to Tenant by statutory merger, (ii) any corporation, partnership, limited liability company or other legal entity, which is a direct or indirect subsidiary of, or which is otherwise ultimately controlled by Tenant; provided, however, any such assignment or sublease of this Lease shall not relieve Tenant from liability under this Lease.

c. If an assignment under this Section does occur, Tenant has the duty to notify Landlord of the name and address of the successor in interest. Tenant shall also notify Landlord of the name address and relationship to Tenant of any nominees of Tenant.

## **ARTICLE 11** **MISCELLANEOUS**

### **11.01 Notices And Addresses**

All notices and communications given in connection with this Lease shall be addressed to the other Party at its address as set forth below and (i) delivered by hand or by reputable courier or overnight courier service or overnight mail to the intended recipient's address for service as set forth below, (ii) sent by direct facsimile telecommunication to such Party at its fax number as set forth below (with receipt confirmed), or (iii) sent by email to such Party at its email address as set forth below (with receipt confirmed). Any notice so given shall be deemed to have been given and received on the first Business Day on which it is presented during normal business hours at the address for service of the addressee thereof, or, in the case of a direct facsimile telecommunication or email communication, on the day on which it is transmitted if transmitted prior to or during normal business hours of the recipient on a Business Day, or on the first Business Day following the day on which it is transmitted if transmitted

otherwise. A Party may change its address of service by giving not less than five (5) Business Days written notice thereof to the other Party.

- (a) Landlord shall be:  
Calhoun Port Authority  
P. O. Box 397  
Point Comfort, Texas 77978  
Or  
2313 FM 1593 South  
Port Comfort, Texas 77978  
Attention: Port Director  
Phone: 361.987.2813  
Email: crh@calhounport.com  
Facsimile: 361.987.2189

and

- (b) Tenant shall be:  
KCE TX 2, LLC  
4577 State Highway 35 South  
Port Lavaca, Texas 77979  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

## **11.02 Parties Bound**

This Lease binds, and inures to the benefit of, the parties to the Lease and their successors and assigns.

## **11.03 Texas Law To Apply**

This Lease shall be governed by, construed and shall be enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws. Venue for any action brought hereunder shall lie in the State District Courts of Calhoun County, Texas.

## **11.04 Legal Construction**

If one or more of the provisions contained in this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable



provision.

#### **11.05 Prior Agreements Superseded**

This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

#### **11.06 Amendment**

No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

#### **11.07 Rights And Remedies Cumulative**

The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

#### **11.08 Attorney's Fees And Costs**

If, as a result of either party's breaching this Lease, the other party employs an attorney to enforce its rights under this Lease, then the breaching or defaulting party will pay the other party's reasonable attorney's fees and costs incurred to enforce the Lease.

#### **11.09 Force Majeure**

Neither Landlord nor Tenant is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

#### **11.10 Time Of Essence**

Time is of the essence of this Lease.

The undersigned Landlord and Tenant execute this Lease on the \_\_\_\_ day of \_\_\_\_\_, 2019, to be effective on the \_\_\_\_ day of September, 2019, in Calhoun County, Texas.

**LANDLORD:**

**CALHOUN PORT AUTHORITY**

\_\_\_\_\_  
J. C. Melcher, Board Chairman  
Calhoun Port Authority

**ATTEST:**

\_\_\_\_\_  
Tony A. Holladay, Board Secretary  
Calhoun Port Authority

THE STATE OF TEXAS

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COUNTY OF CALHOUN

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**CERTIFICATE OF ACKNOWLEDGEMENT**

Before me, the undersigned Notary Public, on this day personally appeared J. C. Melcher, Jr., who is personally known to me to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed and doing so as Board Chair of Calhoun Port Authority.

Given under my hand and seal of office on the \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**KCE TX 2, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS

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§  
§

COUNTY OF \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT**

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he/she executed the instrument for the purposes and considerations expressed and doing so as the \_\_\_\_\_ of KCE TX 2, LLC.

Given under my hand and seal of office on the \_\_\_\_ day of \_\_\_\_\_  
2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas